

CITY OF DULUTH PURCHASING DIVISION

100 CITY HALL

DULUTH, MINNESOTA 55802

INSTRUCTIONS TO BIDDERS

1. Interpretations or Addenda. No oral interpretation will be made to any bidder as to the meaning of the contract documents or any part thereof. Every request for such an interpretation shall be made in writing to the city of Duluth. Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the contract documents, and when issued, will be on file in the office of the Purchasing Agent, Room 100 City Hall at least five days before bids are opened. In addition, all addenda will be mailed to each person holding contract documents, but it shall be the bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the contract, and all bidders shall be bound by such addenda, whether or not received by the bidders.
2. Inspection of Site. Each bidder should visit the site of the proposed work and fully acquaint themselves with the existing conditions there relating to construction and labor, and should fully inform themselves as to the facilities involved, the difficulties, and the restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize themselves with the drawings, technical specifications, and all other contract documents. The contractor, by the execution of the contract, shall in no way be relieved of any obligation under it due to their failure to receive or examine any form or legal instrument or to visit the site and acquaint themselves with the conditions there existing; and the city of Duluth will be justified in rejecting any claim based on facts regarding which they should have been on notice as a result thereof.
3. Alternative Bids. No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.
4. Bids.
 - a. All bids must be submitted on forms supplied by the city of Duluth Purchasing Agent and shall be subject to all requirements of the contract documents, including the drawings, and these INSTRUCTIONS TO BIDDERS. All bids must be regular in every respect; and no interlineations, excisions, or special conditions shall be made or included in the bid form by the bidder.
 - b. All bids must be completed in a non-erasable format on the form provided by city of Duluth, errors are to be crossed out and initialed. All bids must be enclosed in a sealed envelope. The blue and white sticker must be on the outside of envelope. The bid envelope shall be addressed to the city of Duluth, Purchasing Division, 100 City Hall, Duluth, Minnesota 55802.
 - c. The city of Duluth may consider as irregular any bid on which there is an alteration of or departure from the bid form hereto attached, and at its option may reject the same.

- d. If the contract is awarded, it will be awarded by the city of Duluth to a responsible bidder on the basis of the lowest bid and the selected alternative bid items. The contract will require the completion of the work according to the contract documents.

5. Bid Guaranty.

- a. The bid must be accompanied by a bid guaranty which shall not be less than five percent (5%) of the amount of the bid. At the option of the bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government bond (at par value), or a bid bond. No bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the city of Duluth, Minnesota. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the agreement and the furnishing of the surety bond or bonds by the successful bidder, all as required by the contract documents.
- b. Certified checks or bank drafts, or the amount thereof, bid bonds, and negotiable U.S. Government bonds of unsuccessful bidders, will be returned as soon as practical after the opening of the bids.

6. Collusive Agreements.

- a. The successful bidder on each city of Duluth construction project shall be required to execute a city of Duluth non-collusive affidavit to the effect that they have not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.
- b. Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for prior approval, and an affidavit substantially in the form provided in Section 103 of General Conditions hereof.

7. Unit Prices. The unit price for each of the several items in the proposal of each bidders shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all bidders is called to this provision; for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%), except for work not covered in the drawings and technical specifications as provided for in Section 109 hereof.

8. Corrections. Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

9. Time for Receiving Bids.

- a. Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the city Purchasing Division that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered.
 - b. Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended, subject to rejection.
10. Opening of Bids. At the time and place fixed for the opening of bids, the city Purchasing Agent will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.
11. Withdrawal of Bids. Bids may be withdrawn on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. The bid guaranty of any bidder withdrawing their bid in accordance with the foregoing conditions will be returned promptly.
12. Award of Contract: Rejection of Bids.
 - a. The contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Invitation to Bid. The bidder to whom the award is made will be notified at the earliest possible date. The city of Duluth, however, reserves the right to reject any and all such bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.
 - b. The city of Duluth reserves the right to consider as unqualified to do the work of general construction any bidder who does not habitually perform with their own forces the major portions of the work involved in construction of the improvements embraced in the contract documents.
13. Execution of Agreement: Performance and Payment Bond.
 - a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the city of Duluth an agreement in the form as furnished by the city, in such number of copies as the city of Duluth may require.
 - b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the

period specified in paragraph "a" above, furnish a surety bond in a panel sum not less than the amount of the contract as awarded, as security for the faithful performance of the contract, and for the payment of all persons, firms, or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services to be employed or used in performing the work. Such bond shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to, that of the agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bonds.

- c. The failure of the successful bidder to execute such agreement to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the city of Duluth may grant, based on reasons determined sufficient by the city of Duluth, shall constitute a default, and the city of Duluth may either award the contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the city of Duluth for a refund.

14. Wages and Salaries.

- a. Attention of bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the contract documents and the conditions of employment with respect to certain categories and classifications of employees.
- b. The rates of pay set forth under GENERAL CONDITIONS are the minimums to be paid during the life of the contract. It is therefore the responsibility of bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensations, health and welfare contributions, labor supply, and prospective changes or adjustments of rates.

15. Equal Employment Opportunity. Attention of bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. (See Supplementary General Conditions, Part II, Section II.)

16. Employment and Business. Attention of bidders is particularly called to the requirement that, to the greatest extent feasible, opportunities for training and employment made possible by this project shall be given to lower income residents of the city of Duluth. Additionally, efforts should be made, if any work is subcontracted, to award subcontracts to concerns located in or owned in substantial part by persons residing in the city of Duluth.

17. Sales and Use Taxes. It is assumed that, in the preparation of their proposal, the bidder has taken into consideration their liability from any sales, use, or excise tax that might be assessed in the purchase of, storage, use, or consumption of any materials, services, or supplies for performance of the contract work. Any such tax paid by the contractor will be considered as their expense, for which no direct compensation will be made by the city of Duluth to the contractor over and above the accepted bid.
18. Equal Employment Opportunity (EEO) Affirmative Action Policy Statement and Compliance Certificate.
 - a. The successful bidder on each city of Duluth construction project shall be required to execute a certificate substantially in the form herein provided.
 - b. Before executing any subcontract in excess of \$2,500, the successful bidder shall require the subcontractor to execute a form similar in nature to the form herein provided.